

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOP, LLC		07/27/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National banking association:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	76078719	1-866-ABCDEFG
Serial Number:	78477352	HOOKED ON BOOKS
Serial Number:	78401658	HOOKED ON READING
Serial Number:	75856661	HOOKED ON SPELLING
Registration Number:	1877587	1-800-ABCDEFG
Registration Number:	2224496	1-888-ABCDEFG
Registration Number:	2287035	ABCDEFG
Registration Number:	2407092	DETECTIVE DOG
Registration Number:	1872425	HOOKED ON MATH
Registration Number:	1876555	HOOKED ON PHONICS
Registration Number:	2050379	HOOKED ON PHONICS
Registration Number:	2355758	HOOKED ON PHONICS
Registration Number:	2591385	HOOKED ON PHONICS

TRADEMARK

REEL: 003140 FRAME: 0689

900030129

OP \$615.00 76078719

Registration Number:	2629995	HOOKED ON SCHOOL SUCCESS
Registration Number:	2674241	HOOKED ON SCHOOL SUCCESS
Registration Number:	2419481	HOP BOOKS HOOKED ON PHONICS LIBRARY COLLECTION
Registration Number:	2348348	HOP BOOKS
Registration Number:	2620893	HOP HOOKED ON PHONICS
Registration Number:	2421711	
Registration Number:	2468815	MULTIPLICATION STATION
Registration Number:	2409046	SKIP & SPIN
Registration Number:	2417881	SLAM & DUNK
Registration Number:	2468816	SPACE BINGO
Registration Number:	2345569	THE READING ROOM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-455-2254
 Email: RRahbar@stblaw.com
 Correspondent Name: Robyn Rahbar, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	08/15/2005

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 27, 2005 is made by HOP, LLC, a Delaware limited liability company (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders") parties to the Amended and Restated Credit Agreement, dated as of April 28, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Educate Operating Company, LLC, a Delaware limited liability company and the parent of Obligor (the "Borrower"), the Lenders, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Documentation Agent, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Educate, Inc., a Delaware corporation and parent of the Borrower, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of April 27, 2004, in favor of the Administrative Agent (as amended by the First Amendment dated as of April 28, 2005, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A thereto), now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOP, LLC

By: _____

Name: ~~Kevin E. Shaffer~~

Title: Vice President

C. Alan Schroeder
+ Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HOP, LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____
Name: **KATHRYN A. DUNCAN**
Title: **VICE PRESIDENT**

STATE OF MARYLAND)

~~ADDE ANNUAL~~
CITY/COUNTY OF ~~BALTIMORE~~)

) SS:

C. Alan Schroeder

I HEREBY CERTIFY that on this 27th day of July, 2005, before me, the undersigned officer, personally appeared ~~Kevin E. Shaffer~~, who acknowledged himself to be the Vice President of HOP, LLC, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of HOP, LLC, as Vice President thereof.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Patricia Gaudin
PATRICIA GAUDIN
Notary Public

My Commission expires: 5/1/08

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF *New York*)
COUNTY OF *New York*)^{ss}

On the 2nd day of August, 2005, before me personally came Kathryn A. Duncan, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-011A4638331
Qualified in New York County
Commission Expires June 30, 2006

SCHEDULE A

U.S. Trademarks Registrations and Applications
(HOP, LLC)

HOP, LLC is the owner of the following trademarks:

	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
1.	1-866-ABCDEFG	U.S.A.	76078719	6/27/00		
2.	HOOKED ON BOOKS	U.S.A.	78477352	9/1/04		
3.	HOOKED ON READING	U.S.A.	78401658	4/14/04		
4.	HOOKED ON SPELLING	U.S.A.	75856661	11/23/99		
5.	1-800-ABCDEFG	U.S.A.	74477151	1/5/94	1877587	2/7/95
6.	1-888-ABCDEFG	U.S.A.	74702317	7/17/95	2224496	2/16/99
7.	ABCDEF	U.S.A.	75362173	9/24/97	2287035	10/19/99
8.	DETECTIVE DOG	U.S.A.	75603312	12/10/98	2407092	11/21/00
9.	HOOKED ON MATH	U.S.A.	74264630	4/10/92	1872425	1/10/95
10.	HOOKED ON PHONICS	U.S.A.	74259513	3/26/92	1876555	1/31/95
11.	HOOKED ON PHONICS	U.S.A.	74734650	9/26/95	2050379	4/8/97
12.	HOOKED ON PHONICS	U.S.A.	75381225	10/29/97	2355758	5/6/00
13.	HOOKED ON PHONICS	U.S.A.	76298392	8/10/01	2591385	7/9/02
14.	HOOKED ON SCHOOL SUCCESS	U.S.A.	76071959	6/16/00	2629995	10/8/02

	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
15.	HOKED ON SCHOOL SUCCESS	U.S.A.	76298393	8/10/01	2674241	1/14/03
16.	HOP BOOKS HOKED ON PHONICS LIBRARY COLL	U.S.A.	75381227	10/29/97	2419481	1/9/01
17.	HOP BOOKS	U.S.A.	75616661	1/7/99	2348348	5/9/00
18.	HOP HOKED ON PHONICS	U.S.A.	76298394	8/10/01	2620893	9/17/02
19.	MISCELLANEOUS CHILD WITH BACK DESIGN	U.S.A.	75381596	10/29/97	2421711	1/16/01
20.	MULTIPLICATION STATION	U.S.A.	75657084	3/9/99	2468815	7/17/01
21.	SKIP & SPIN	U.S.A.	75393715	11/20/97	2409046	11/28/00
22.	SLAM & DUNK	U.S.A.	75393751	11/20/97	2417881	1/2/01
23.	SPACE BINGO	U.S.A.	75657086	3/9/99	2468816	7/17/01
24.	THE READING ROOM	U.S.A.	75745786	7/8/99	2345569	4/25/00